

## SERVICE AGREEMENT

Reference No. B-04-003

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**THIS AGREEMENT**, entered into this in East Hartford, Connecticut, hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting by its Department of Information Technology, Contracts and Purchasing Division, hereinafter referred to as the "State" or "Customer," located at 101 East River Drive, East Hartford, CT 06108, and **Celco Partnership d.b.a. Verizon Wireless**, hereinafter referred to as the "Supplier" or "contractor" or "Provider", or "Verizon Wireless," having its principal place of business at 180 Washington Valley Road, Bedminster, N.J. 07821.

The parties hereto do hereby agree as follows:

**Definitions:** When used in this Agreement the following terms shall have the following meanings as specified below:

**Affiliate** - Any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, including, but not limited to, parents or subsidiaries, which directly or indirectly Control, are Controlled by, or are under common Control with, a party to this Agreement.

**Area** - The markets where the applicable price plans shown in the Product Schedule are valid and in which Verizon Wireless has or intends to apply for regulatory authority to provide CRS.

**Cellular Radio Service ("CRS")** - Any and all service authorized by the FCC under Part 22 of its rules as amended under the cellular orders set forth in An Inquiry Into the Use of the Bands 825-845 MHz and 870-890 MHz for Cellular Communications Systems: and Amendments of Parts 2 and 22 of the Commission's Rules Relative to Cellular Communications Systems (CC Docket No. 79-318), 86 F.C.C. 2d 469 (1981), modified as set forth in reconsideration order 89 F.C.C. 2d 58 (1982), and as further modified as set forth in reconsideration order FCC 82-308 (released July 8, 1982) (Cellular Radio Decisions) and such other service as may be authorized by the FCC hereafter under such decisions, all amendments, modifications or supplements to the aforesaid rules or orders from time to time, and any other radio service defined and regulated by the FCC as personal communications services, and all other Commercial Mobile Radio Services as defined by the FCC including, but not limited to PCS, PCS utilizing 1900 MHz, and Enhanced Specialized Mobile Radio (ESMR).

**Control** - The possession, directly or indirectly, of the power to direct, or cause the direction of, the management and operating policies of the entity in respect of which the determination is being made, through the ownership of voting securities [at least fifty percent (50%) of its voting securities or the maximum allowed by law], contract, voting trust, or otherwise.

**Corporate Subscriber** - Customer's employee utilizing CRS for Customer's business or governmental purposes, whose account is set up in Customer's name and for which Customer bears payment responsibility.

**Equipment** - Mobile, transportable, or portable cellular telephones or similar devices and ancillary accessories used by Subscribers in conjunction with or in order to utilize CRS.

**Subscriber** - The ultimate user of CRS provided by or through Verizon Wireless. Each CRS telephone number is deemed to be a separate Subscriber.

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### 1. Payment And Installation

Any applicable nonrecurring charges specified in this Agreement are due in arrears. Monthly or quarterly service fees, together with applicable taxes or charges (which will be stated separately on the invoice), are due in accordance with State statutes. Failure to make payment within forty-five (45) days after which services have been rendered and an invoice provided, shall not constitute a default or breach, but rather, shall entitle Provider to receive interest on the amount outstanding after said forty-five (45) days in accordance with the State of Connecticut statutes. Within five (5) days of this Agreement becoming effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and Provider receipt of a purchase order, Provider will provide an estimated service date for services ordered. Such estimated service date shall be within 45 days of Provider's receipt of the purchase order.

### 2. Term

This Agreement shall become effective upon its approval as to form by the Attorney General of the State of Connecticut and continue for three years from that date. At the expiration of the initial three (3) year term of this Agreement there shall be two (2) single one-year optional extensions. Such optional extensions shall be exercised at the sole discretion of the customer.

Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

### 3. Acquiring Products & Services

a. Subject to the terms and conditions of this Agreement, Supplier shall sell, transfer, convey and/or license to the Department any duly ordered Product. Such Products shall be identified in the Product Schedule and listed in Letter Orders issued by the Contracts and Purchasing Division.

b. Any Letter Order that has been accepted by the Supplier shall be immediately attached to this Agreement by the State and shall remain attached until such time as any and all Products, licenses and associated services listed in the Letter Order have been terminated. During the period of attachment, the Letter Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

c. Supplier may supplement the Product Schedule at any time to make additional Products, services and related terms available to the Customer, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the Customer with a cover

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letter, documenting formal approval of the supplement by a Supplier representative then legally empowered to so act. The Product Schedule may be updated from time to time by the Supplier requesting the addition or deletion of a Product in a writing to the State. The addition or upgrading of a Product is conditioned upon the new products being of a similar nature and having a similar use as the Products set forth in this Agreement.

d. Supplier shall provide Customer with a discount on Service pricing as set forth in the Product Schedule.

e. The Department is authorized to use any Service or Product to develop and/or enhance the Department's systems only in the pursuit of its own business interests. The Department agrees that it shall use its best efforts to prohibit any unauthorized use of the Products or Services.

The Department shall use its best efforts also to ensure that only authorized personnel can request changes to new and existing Corporate Subscriber lines of service and upgrades. Verizon Wireless requires the name(s) of the Department's authorized representative who may add lines of service, and make changes to the account. The parties will work together to establish processes and procedures for account administration.

Telephone numbers may be changed, reassigned or eliminated upon thirty (30) days notice to Customer for reasonable business justification such as without limitation fraud prevention, regulatory statutory law enforcement requirements and area code changes.

Acceptance of Service and/or Equipment shall occur within fifteen (15) days after Corporate Subscriber's receipt of such Equipment. If the Corporate Subscriber accepts the Equipment tendered under this Agreement, such acceptance shall be deemed a complete discharge of all of Verizon Wireless' obligations, and after such acceptance Corporate Subscribers shall have no remedy against Verizon Wireless nor the right to revoke such acceptance for any reason provided; however, that if Customer or its Corporate Subscribers within the fifteen (15) day period find the Equipment defective then Customer or its Corporate Subscribers shall return such Equipment and upon its return Verizon Wireless shall repair or replace the Equipment, or, if repair or replacement is not feasible, will refund to Customer or Corporate Subscriber the fees for the Equipment with no liability to Verizon Wireless other than for service-related charges including but not limited to; pro-rated access charges, airtime and usage charges, fees, taxes incurred by Customer or Corporate Subscriber up to time of cancellation.

#### **4. Account Management**

A report will be provided to Customer on a monthly basis that will detail Customer's usage activity within Verizon Wireless' Areas. Verizon Wireless will act as Customer's single point of contact for all services to address CRS and management reports.

#### **5. Rates**

Provider agrees to provide the Services or Product at rates not exceeding the rates set forth in the Product Schedule. The access and usage fees associated with the price plans contained herein shall remain fixed for the term of the Agreement. Certain features charges as well as third party charges are subject to change. All Equipment for Corporate Subscribers shall be shipped to corporate office locations specified by Customer. Customer shall have the right to use its own equipment, provided such equipment is authenticatable on Verizon Wireless' net-

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work, meets the equipment requirements of the selected Verizon Wireless rate plan, and must be programmed with Verizon Wireless' then current preferred roaming list.

Upon any such price increase, Customer may elect to terminate this Agreement, and be relieved of all obligations therefor, upon thirty (30) days written notice to Provider.

Payment of undisputed charges will be made only after presentation of a properly documented invoice. All invoices shall be sent directly to the Customer. All inquiries regarding the status of unpaid invoices shall also be directed to the Customer. In cases where there is a good faith dispute concerning the Provider's claim for payment, the State agency shall contact the Provider prior to payment due date and payment of charges in dispute may be withheld in whole or in part. If the Provider corrects the defect or impropriety within five (5) business days of being so contacted, Provider shall be entitled to payment. Otherwise, the parties shall resolve the dispute in accordance with the applicable dispute resolution process.

All charges against the Provider, including credits, shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges.

### **6. Reports To The Auditors Of Public Accounts**

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

### **7. Provision Of Equipment Space, Conduit, Electrical Power And Pots Line**

Shall it become necessary, Customer shall timely provide the necessary equipment space, conduit, electrical power and environmental conditions required to terminate and maintain the facilities used to provide Services on all applicable premises without charge or cost to Provider, assure Provider a safe place to work. Customer shall also make available to Provider for diagnostic purposes a local exchange carrier dedicated inbound telephone line. The Customer will establish the procedure for use of the telephone line.

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### 8. Governmental Authorizations

Provider shall use reasonable efforts to obtain and keep in effect all government authorizations and take all such actions, with no cost to Customer, as may be reasonably required to maintain the Services in conformity with governmental requirements to the extent such government requirements apply to Provider's provision of the Service under this contract.

### 9. Default And Remedies

In the event Customer shall fail to pay any undisputed amount under this Agreement within 45 calendar days of the due date. Provider shall submit to Customer written notice of the breach. If Customer fails to pay Provider any amount due or fails to cure provisions of this Agreement, within thirty (30) days of such notice, Provider may terminate the Product or Services hereunder upon sixty (60) calendar days notice after expiration of cure period and pursue any and all other remedies provided for hereunder or at law or equity. If Provider violates any provisions of this Agreement, Customer shall submit to Provider written notice of the breach. If Provider fails to cure and/or provide a work around any such violation of such notice, Customer may immediately terminate this Agreement upon expiration of such seventy-two (72) hour period.

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

### 10. Language Required Pursuant to CGS 4d-44

The provisions of Section 4d-44 of the Connecticut General Statutes concerning continuity of systems in the event of expiration or termination of contracts, amendments or default of the contractor are incorporated herein by reference.

**Sec. 4d-44.** Each contract, subcontract or amendment to a contract or subcontract shall include provisions ensuring continuity of state agency information system and telecommunication system facilities, equipment and services, in the event that work under such contract, subcontract or amendment is transferred back to the state or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the contractor or subcontractor. Such provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the state of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which the contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former state employees who were hired by such contractor or subcontractor the opportunity for reemployment with the state.

### 11. Limitations Of Liability

11.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR

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FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENCE CAUSED BY PROVIDER, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PROVIDER, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) THE GREATER OF AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE NETWORK SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED OR \$250,000. THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

11.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 PROVIDER ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.. The parties agree that the Wireless Communications and Public Safety Act of 1999 is hereby incorporated into this Agreement by reference and shall govern Verizon Wireless's liability and immunity for E9-1-1 service under this Agreement.

11.4 Customer shall be responsible to Provider as set forth in this Agreement for transmissions of content or use of the Services in violation of law, this Agreement. For the purposes of this Agreement only, any use or access of the Services provided pursuant to this Agreement shall be deemed to be use or access by Customer, except for use or access by any unauthorized party who, in violation of law, uses or accesses the Services without the consent or permission of CUSTOMER, either express or implied, after the CUSTOMER has taken all commercially reasonable documented safeguards to prevent such unauthorized use or access; provided that, as soon as CUSTOMER becomes aware of such unauthorized use or access, CUSTOMER immediately implements security measures to prevent such unauthorized use or access and provides notice and appropriate documentation of same to Provider. Provider shall be solely responsible to Customer for the Services. Nothing in this Agreement shall be construed as a requirement for the Customer to indemnify or hold the Provider harmless.

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### 12. No Warranties

VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE CELLULAR TELEPHONE UNITS, AND VERIZON WIRELESS HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WITH RESPECT TO THE EQUIPMENT, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, OR BY THE USER OR MANUFACTURER THEREOF, OR BY ANY REPAIR, SERVICE OR ADJUSTMENT THERETO OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS CAUSED DUE TO VERIZON WIRELESS WILLFUL MISCONDUCT OR NEGLIGENCE. VERIZON WIRELESS AGREES TO ASSIGN TO CUSTOMER ANY MANUFACTURERS' CONSUMER WARRANTIES AS RECEIVED BY Verizon Wireless WITH RESPECT TO THE EQUIPMENT. DISSATISFACTION WITH THE CELLULAR TELEPHONE UNITS WILL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT.

Nothing contained in this Paragraph 12 shall limit either Party's liability to the other for willful or intentional misconduct

### 13. Miscellaneous

This Agreement may not be assigned by Customer without Provider's prior written consent. This Agreement may not be assigned by Provider without Customer's prior written consent and Provider's compliance with the requirements of the State's Comptroller's Office concerning such assignments, except that Provider may, without the Customer's consent, assign this Agreement to a present or future affiliate or successor. Any such written consent shall not be unreasonably withheld.

### 14. Year 2000 And Other Date Compliance

The contractor warrants that hardware, ("product") or each developed, modified or remediated item of hardware, software, firmware ("item") or each service delivered under this contract shall be able to:

- (1) accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
- (2) properly exchange date/time data when used in combination with other information technology;
- (3) perform as a system, if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 and Other Date warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 and Other Date warranty is discovered and made known to the contractor in writing. This warranty remains in effect for 365 days following the RFP Warranty Period of this agreement.

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Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 and Other Date compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 and Other Date compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

### 15. Nondiscrimination And Affirmative Action Provisions

Provider agrees to comply with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or represen-



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tative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### **16. Nondiscrimination Provisions Regarding Sexual Orientation**

Provider agrees to comply with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or under-

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standing, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### **17. Executive Order No. Three**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

### **18. Executive Order No. Sixteen**

This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be canceled, terminated or suspended by the Contracting agency for violation of or noncompliance with said Ex-

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Executive Order No. Sixteen. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

### **19. Executive Order No. Seventeen**

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

### **20. Workers' Compensation**

Supplier agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

### **21. Approval Of Agreement**

Customer and Supplier represent that the persons who are their respective signatories to this Agreement are fully authorized to do so. This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut.

### **22. Applicable Law. Jurisdiction**

a. This contract shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This contract shall be deemed to have been made in Hartford, Connecticut.

b. The Provider irrevocably consents with respect to any permitted claims or remedies at law or equity, arising out of or in connection with this cContract, to the jurisdiction of the Connecticut Superior Court or the U.S. District Court for the District of Connecticut and with respect to venue in the Judicial District of Hartford-New Britain at Hartford or the U.S. District Court for the District of Connecticut in Hartford, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise.

c. Provider agrees to appoint agents in the State to receive service of process. In the event Provider fails to appoint said agent the Secretary of the State of Connecticut is hereby appointed by Provider as its agent for service of process for any action arising out or as a result of this contract, such appointment to be in effect throughout the life of this contract including any

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supplements hereto and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by law.

### **23. Language Required Pursuant To C.G.S §1-200 And §1-218**

Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

### **24. No Resale**

Customer is not permitted to resell the Product or Services.

### **25. Communications**

Unless notified otherwise by the other party in writing:

Correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

Customer – Connecticut Department of Information Technology  
Contracts & Purchasing Division  
101 East River Drive  
East Hartford, CT 06108

Supplier - Verizon Wireless  
100 Southgate Parkway  
Morristown, NJ 07960  
Attn: Associate Director Contracts and Proposals Northeast Area

With a copy to:

Verizon Wireless  
Legal - 3<sup>rd</sup> Floor  
30 Independence Blvd  
Warren Township, NJ 07060  
Attn: Director - Contract Mgt. and Administration

## SERVICE AGREEMENT

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Details regarding Supplier invoices and all technical or day-to-day administrative matters pertaining to any Product and related service should be directed to:

Department - The individual specified in the applicable Letter Order

Supplier - The individual designated by Supplier in a Proposal or other response to a RFP or RFP issued by the Customer.

Notices sent by United States mail with postage prepaid shall become effective three (3) business days after mailing.

### 26. Order Of Precedence

- 1) This Agreement
- 2) Verizon's Clarifications
- 3) RFP #990-A-24-7015 and amendments
- 4) Verizon's Best and Final Offer 11/22/02
- 5) Verizon's original proposal 2/14/01

### 27. Entirety Of Agreement

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the requirements of the issued RFP #990-A-24-7015, the Provider's response thereto dated February 14, 2001, do not contradict the provisions of Sections 1 through 26 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein and constitute the entire Agreement of the parties which shall be governed and construed in accordance with the laws of the State of Connecticut. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

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SERVICE AGREEMENT

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SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

Cellco Partnership  
d.b.a.  
Verizon Wireless

STATE OF CONNECTICUT

APPROVED:

BY:

NAME: Robert F. Stott

TITLE: President, New England

DATE:

4/7/04

SEAL

BY:

Rock Regan

ROCK REGAN  
Chief Information Officer  
Department of Information Technol-  
ogy  
duly authorized

DATE:

4/8/04

APPROVED AS TO FORM:

ASSA WLB AL  
Attorney General of the  
State of Connecticut

DATE:

4/22/04